

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

**Katelyn Blake, as the Collective
Representative under Fair Labor
Standards Act in a Collective Action,
and as Class representative for
Plaintiff's State Law Claims,**

Plaintiff,

v.

**The Olympic Flame Inc., doing business
as "Anastasia's" and ANG Restaurant
Inc., Doing business as Anastasia's
Restaurant & Sports Lounge And
"Manny" Gianakakis as an individual
under FLSA and Illinois Wage Laws and
Nick (Niko) Gianakakis, Pete
Gianakakis, "Billy" Gianakakis and
Gina Gianakakis as individuals under
FLSA and Illinois Wage Laws,**

Defendants.

No. 17-cv-9145

Honorable Judge Blakey

Magistrate Judge Weisman

JOINT MOTION TO APPROVE SETTLEMENT

Plaintiff Katelyn Blake ("Blake") and Defendants Olympic Flame Restaurant, Inc. d/b/a Anastasia's ("Olympic Flame, Inc."), Manny Gianakakis ("Manny"), Pete Gianakakis ("Pete") and Nick Gianakakis ("Nick") (collectively, "Defendants"), by and through their respective undersigned attorneys, hereby jointly move this Court to approve the terms of their settlement and to dismiss this case with prejudice. In support of their Motion, the Parties state as follows:

1. On December 20, 2017, Blake filed suit against Defendants in this Court. The suit set forth claims under the Illinois Minimum Wage Law ("IMWL"), the Illinois Wage Payment and Collection Act ("IWPCA"), and the Fair Labor Standards Act ("FLSA"). [Dkt. No. 1].

2. On February 20, 2018, Co-Defendants Gina Gianakakis, ANG Restaurant Inc. d/b/a Anastasia's Restaurant & Sports Lounge, and Billy Gianakakis moved to dismiss Plaintiff's Complaint for lack of subject matter jurisdiction. [Dkt. No. 20].

3. On that same day, Defendants Olympic Flame, Inc., Manny, Pete, and Nick Answered Plaintiff's Complaint. [Dkt. No. 22].

4. Gina Gianakakis, Billy Gianakakis, and ANG Restaurant, Inc. d/b/a Anastasia's Restaurant & Sports Lounge were dismissed as Defendants in the case on March 1, 2018. [Dkt. No. 24].

5. Although Defendants deny Blake's allegations, the Parties have agreed to settle the case. Under the terms of the settlement, Blake will release any and all claims regarding the allegations against the Defendants, including all wage and hour claims, and further attorneys' fees and costs. Blake has agreed to dismiss her lawsuit with prejudice.

6. The parties have prepared and executed a written Confidential Settlement Agreement and Release ("Agreement") that memorializes the terms of their settlement, which includes a requirement that the Court approve the settlement.

7. The Parties hereby seek the Court's approval of the settlement they reached in this matter, and stipulate to the dismissal of this action. Pursuant to the FLSA, IMWL, and IWPCA claims for back wages and other damages arising under those statutes may be settled or compromised with the approval of the district court or Secretary of Labor. *See Lynn's Food Stores, Inc. v. United States*, 679 F.2d 1350, 1353-54 (11th Cir. 1982); *Lewis v. Giordano's Enterprises*, 397 Ill. App. 3d 581, 595; 921 N.E.2d 740, 751 (Ill. App. Ct. 1st Dist. 2009). To approve the settlement, the Court should determine that the compromise is a fair and reasonable resolution of a *bona fide* dispute over wages owed. *Id.*

8. The Parties have agreed to settle all claims in this dispute through execution of this Agreement. The Parties agree and represent that, in accordance with the terms of the Agreement; Blake is receiving a fair and adequate recovery of alleged damages, and payment of a reasonable amount of attorneys' fees and costs. Based on the contested nature of this litigation and the quality of the settlement, this Court should conclude that this Settlement is a reasonable resolution of a *bona fide* dispute. Thus, the Parties respectfully request that the Court approve the settlement and issue an Order dismissing this action with prejudice.

9. The Parties have agreed to keep the specific terms and conditions of the Agreement confidential. To that end, the Parties respectfully request Court approval to present the Agreement to the Court in its written form for *in camera* review, without waiving the confidential nature of the Agreement.

WHEREFORE, the Parties stipulate to the dismissal of this action, and respectfully request that the Court enter an Order approving the terms of the settlement of all of Plaintiff Katelyn Blake's claims, and dismiss this action with prejudice, with each party to bear its own attorneys' fees and costs, unless otherwise provided in the Parties' Agreement.

Respectfully submitted,

KATELYN BLAKE

/s/ John Ireland

One of Plaintiff's attorneys

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**OLMYPIC FLAME RESTAURANT, INC.
d/b/a ANASTASIA'S, MANNY
GIANAKAKIS, PETE GIANAKAIS, NICK
GIANAKAKIS**

/s/ David L. Christlieb

One of Defendants' Attorneys

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CERTIFICATE OF SERVICE

The undersigned certifies that on June 19, 2018, he caused the foregoing *Joint Motion to Approve Settlement Agreement* to be electronically filed with the Clerk of the United States District Court for the Northern District of Illinois, which will electronically send notice of same to the following via ECF system:

John C. Ireland
THE LAW OFFICE OF JOHN C. IRELAND
636 Spruce Street
South Elgin, IL 60177

Dated: June 19, 2018

s/ David L. Christlieb
David L. Christlieb